

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF KITTERY AND
EATON PEABODY CONSULTING GROUP**

This Agreement is made on this ____ day of _____ 2011 by and between the Town of Kittery (hereinafter “Client”) and Eaton Peabody Consulting Group (hereinafter “EPCG”).

The Client and EPCG agree as follows:

1. Scope of Services. EPCG retains, as independent contractors, Don Gerrish and Jim Ashe, to provide assistance to the Client by providing an Interim Town Manager and assisting in the recruitment of a new Town Manager (the “Project”) as follows:

A. Interim Town Manager

EPCG team member Jim Ashe will be appointed Interim Town Manager and will work in this capacity until such time as a new Town Manager is named and starts work or the Client determines EPCG services are no longer required. Mr. Ashe will work up to three (3) days a week and will attend Council meetings. The exact days will be determined by the Council and Mr. Ashe with the understanding that Mr. Ashe will need flexibility in which days he is in Kittery. It is understood that once Mr. Ashe is sworn in as Interim Manager he will be working for and under the direction of the Town Council and will be covered by Kittery’s General Liability, Professional Liability and Worker’s Compensation Coverage to the extent applicable to a permanent Town Manager.

B. Recruitment of Town Manager

EPCG team member Don Gerrish will be lead consultant on the Manager Search. He will

- develop an overall recruitment strategy with the Council;
- determine the essential skills and experiences required for the next Manager to assist with the issues and challenges facing Kittery;
- determine, with the Council, the process and timeline that will be used in the search. This will include whether anyone else other than the Council will be involved in the process;
- prepare a draft employment advertisement for review by the Council;
- determine with the Council where and in what media to advertise (i.e. nationally, regionally, locally, internet and/or newspapers);
- receive and review all applications, prepare information for the Council on applicants, and assist the Council regarding suitable applicants to interview;
- schedule all interviews, assist with suggested questions and participate in the interviews as an observer;
- after the Council has selected the finalist(s), complete background checks on the top

candidate(s) for the Council and schedule second interviews with questions if necessary,

- be available to answer any questions and assist the Council in their evaluations and selection; and
- assist in contract negotiations for the terms of employment, if so directed by the Council.

2. Term of Agreement. EPCG is available to begin work on this Project upon return of this Professional Services Agreement signed by both parties. Interim Town Manager services will terminate according to Section 1-A of this Agreement and Town Manager Recruitment services will terminate upon the selection of a candidate.

3. Compensation

A. Interim Town Manager

EPCG professional services described above will be provided at a per diem rate of \$400. The Town of Kittery will not be responsible for any State or Federal taxes or benefits beyond those enumerated in Section 1-A

B. Selection of Town Manager

EPCG professional services will be provided for a fee of \$4,500, plus reimbursement of direct expenses such as mileage, printing and collateral/educational material production, advertising expenses and other reasonable expenses incurred. This particularly relates to any advertising or expenses related to attracting candidates. Any and all candidate expenses agreed to by the Council are the responsibility of the Town of Kittery.

Invoices for professional services rendered and expenses incurred will be sent monthly. Payment is due upon receipt of an invoice and is current if paid within 30 days, and shall be subject to a late charge of 1½ % per month on amounts past due.

4. Conflict of Interest. EPCG agrees to inform the Client of any assignments that may create a conflict of interest. Should the Client determine that a conflict exists, it shall notify EPCG of its determination. Should EPCG choose to undertake work determined to be a conflict of interest, Client shall have the right to terminate this agreement with written notice to EPCG as provided in Section 5 of this Agreement.

5. Termination. Client may terminate this Agreement at any time with written notice of such termination to EPCG. EPCG shall be compensated for all services rendered up to the date of receipt of written notification of termination.

6. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class mail addressed as follows, or such other address as they may designate from time to time:

If to Client: Judith Spiller, Chairperson
Kittery Town Council
200 Rogers Road
Kittery, Maine 03904

If to EPCG: John G. Melrose, Managing Director
Eaton Peabody Consulting Group
77 Sewall Street, Suite 3000
Augusta, Maine 04330

8. Amendment. Both parties to this Agreement understand the current assumptions supporting this Agreement may change and that the parties must therefore exhibit flexibility including a willingness to entertain and execute amendments. Amendments can only be executed with the mutual consent of the parties to this Agreement.
9. Disclaimer. EPCG is a wholly owned subsidiary of the law firm of Eaton Peabody. EPCG is not engaged in the practice of law and does not provide legal advice or services. Any legal services required by the Client in the performance of this Agreement will be provided by licensed attorneys practicing with Eaton Peabody and will be separately contracted and billed.

In witness whereof, Client and EPCG have each caused this Agreement to be signed by their duly authorized representatives.

TOWN OF KITTERY

EATON PEABODY CONSULTING GROUP

By: Judith Spiller
Its: Council Chairperson
Date: _____

By: John G. Melrose
Its: Managing Director
Date: _____